

“Expenses” means any fees or expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against under Article 10 of this Agreement (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

“FCC” means the Federal Communications Commission, including the Commission itself or a delegated authority of the Commission.

“FCC Partial Assignment of License Application” shall have the meaning set forth in Section 6.2(b).

“FCC Partial Assignment of License Consent” means (i) the consent of the FCC, either by the Commission itself or pursuant to a delegated authority of the Commission, to the partial assignment of the License as proposed in the FCC Partitioned License Application, (ii) the grant by the FCC of the FCC Waiver as proposed in the FCC Waiver Request, and (iii) the adoption by the FCC and acceptance by the licensee of the License, in each case (A) without the imposition of any material adverse condition, limitation, or restriction (as determined in the sole discretion of Buyer), (B) as effective under law and the regulations governing the FCC, (C) subject to the requirement that any condition of approval requiring payment of any Unjust Enrichment Payments has been satisfied by the payment by Seller of such fee(s), and (D) as to which no stay of the FCC or any court of the action is in effect.

“FCC Seller License Modification Application” means the modification application(s) to modify the Seller’s License, as provided in Exhibit E attached hereto.

“FCC Seller License Modification Consents” means the consent of the FCC, either by the Commission itself or pursuant to delegated authority to the Commission, to the FCC Seller License Modification Application (i) without the imposition of any material adverse condition, limitation or restriction (as determined by the sole discretion of Buyer), and (ii) as effective under law and the regulations governing the FCC, and (iii) as to which no stay of the FCC or any court is in effect.

“FCC Waiver” means a waiver of FCC rules and regulations as set forth in Exhibit B hereto.

“FCC Waiver Request” shall mean a request made in an application to the FCC for waiver of FCC rules and regulations, as set forth in Exhibit B hereto.

“Final Order” means actions by a regulatory authority that are effective under law and regulations governing such regulatory authority and as to which (i) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (iii) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court, of such authority’s action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

“Governmental Authority” means any foreign, federal, state, local or other governmental authority or regulatory body.

“Incumbent Licenses” shall have the meaning set forth Section 6.2(b)(vi) of this Agreement, and as set forth in Schedule 6.2(b)(vi).

“Indemnifying Party” shall have the meaning set forth in Section 10.4(a) of this Agreement.

“Interference Condition” means 18 dB of protection to the Buyer’s 38 dBu service contour at the edge of the service area, in which the service area equates to the geographic area shown in the map in Exhibit D hereto, corresponding to county boundaries.

“Law” means (i) any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, or (ii) common law.

“License” shall have the meaning set forth in the Recitals to this Agreement.

“Liquidated Damages Amount” shall have the meaning set forth in Section 11.3(a) of this Agreement.

“Losses” means any loss, cost, obligation, liability, settlement payment, award, judgment, fine, penalty, damage, expense, deficiency or other charge.

“Partitioned License” shall have the meaning set forth in the Recitals to this Agreement.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or entity or Governmental Authority.

“Post-Closing Claims” means all liabilities and obligations arising out of or relating to the Partitioned License related solely to the period from and after the Closing.

“Pre-Closing Claims” means all liabilities and obligations arising out of or relating to the Partitioned License other than the Post-Closing Claims.

“Purchase Price” shall have the meaning set forth in Section 2.2 of this Agreement.

“Representatives” shall have the meaning set forth in Section 12.1 of this Agreement.

“Seller” shall have the meaning set forth in the Preamble to this Agreement.

“Seller License Modification” means the modification of the Seller’s license as provided for in the FCC Seller License Modification Application.

“Station License” means the authorization granted by the FCC to operate within the geographic area of the Partitioned License.

“Transaction” shall have the meaning set forth in Section 2.1 to this Agreement.

“Unjust Enrichment Payments” means any unjust enrichment payment that may be due as a result of the Transaction pursuant to 47 C.F.R. §1.2111 or incurred pursuant to the FCC Partial Assignment of License Consent or Final Order or other FCC rules and regulations, and/or a Court Order, and any other costs or expenses incurred in connection with such unjust enrichment payment.

ARTICLE 2

PURCHASE AND SALE

2.1. Purchase of Partitioned License. On the Closing Date, upon the terms and subject to the representations, warranties, covenants, agreements and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, the Partitioned License free and clear of all Encumbrances, except as set forth in Schedule 2.1 (the ***“Transaction”***).

2.2. Purchase Price. Buyer agrees to pay to Seller Seven Million One Hundred and Seventy-Eight Thousand Dollars (\$7,178,000.00) (the “Purchase Price”) for the entire A Block License in the Service Area of Exhibit A. Seller will be responsible for separately paying any “unjust enrichment” penalty to the FCC, and for separately paying any brokerage fees associated with this transaction. The Buyer will make a Deposit of Ten Percent (10%) of the Purchase Price, as described in paragraph 2.3 below, paid into escrow at the execution of this Agreement. The balance of the purchase price shall be paid upon Closing.

- a) Adjustments to Purchase Price. Seller agrees that Buyer, in its discretion, may determine to purchase less than all the 1 MHz of spectrum available. Buyer agrees that, at a minimum, it will purchase 500 kHz of spectrum. In that event, Buyer will send Seller written notice, and Seller will adjust the purchase price accordingly.
 - i. Buyer agrees that Seller has provided a discounted bulk purchase offer of \$0.35 cents per MHz/pop in calculating the Purchase Price in Section (a) above, based on the population figures contained in the attached Exhibit A below.
 - ii. In the event Buyer determines to purchase less than the entire amount of spectrum, the Purchase Price for all spectrum purchased by Buyer shall be based on the higher amount of \$0.45 cents per MHz/pop.
- b) Notification. Buyer agrees to notify Seller no later than July 1, 2010, of any adjustment in amount of spectrum to be purchased.

2.3. Deposit Escrow. Buyer has previously deposited Sixty Thousand Dollars (\$60,000) into escrow upon execution of the Letter of Intent. Buyer and Seller shall jointly instruct for the transfer of that amount, along with the deposit of an additional amount of Six Hundred Fifty Seven Thousand Eight Hundred Dollars (\$657,800) into escrow for a total of Seven Hundred Seventeen Thousand Eight Hundred Dollars (\$717,800) (the ***“Deposit Amount”***) into a new escrow account, pursuant to an Escrow Agreement by and among Buyer, Seller and the Union

Bank, which is attached hereto as Exhibit C ("***Deposit Fund Escrow Agreement***"). The Deposit Fund Escrow Agreement shall contain customary provisions, and shall provide that any interest and income earned on the Deposit Amount shall accrue to the Benefit of Buyer. Buyer and Seller will, at Closing, share equally any fees and/or other expenses charged by the Escrow Agent in connection the provision of Escrow Agent services. The Deposit Amount plus all interest and income earned in respect thereof are herein referred to collectively as the "***Deposit Fund***". The Deposit Fund may be released from the Deposit Account only pursuant to the terms of the Deposit Fund Escrow Agreement.

2.4. Unjust Enrichment Payment. Seller shall be responsible for the payment of any Unjust Enrichment Payments that may be due as a result of the Transaction and any amounts due for Unjust Enrichment Payments, or costs and fees associated therewith, shall not decrease or increase the Purchase Price.

2.5. Assumed Liabilities. Buyer shall not assume, or otherwise be responsible for, any liabilities, obligations or indebtedness of Seller or any of its Affiliates or shareholders, whether direct or indirect, liquidated or unliquidated, known or unknown, whether accrued, absolute, contingent, matured, unmatured or otherwise, and whether arising out of occurrences prior to, at or after the date hereof, including, but not limited to any Unjust Enrichment Payments.

ARTICLE 3

CLOSING

3.1. Closing. Subject to the fulfillment or waiver of the parties' respective conditions to closing set forth in Articles 8 and 9, the closing of the sale and purchase of the Partitioned License (the "***Closing***") shall occur at the offices of Fletcher Heald and Hildreth, PLC in Rosslyn, Virginia at 10:00 a.m., local time, on the date that is ten (10) Business Days following the day upon which the conditions precedent in Articles 8 and 9 to the Closing are satisfied or waived (the "***Closing Date***"). The Closing shall be deemed to have occurred at 12:01 a.m. on the Closing Date.

3.2. Buyer Closing Deliveries. Subject to fulfillment or waiver of the conditions set forth in Article 8, at the Closing Buyer shall deliver to Seller all of the following:

(a) Instructions to release the Deposit Fund to Seller as set forth in Section 2.3 and the Adjusted Purchase Price as set forth in Section 2.2 in accordance with written payment instructions to be provided by Seller to Buyer no later than three (3) Business Days prior to Closing;

(b) a certificate of an officer of Buyer, dated as of the Closing Date, certifying the matters set forth in Section 9.1;

(c) an instrument of assignment of the Partitioned License, substantially in the form of Schedule 3.2(c) hereto (the "***Assignment***"), duly executed on behalf of Buyer; and

(d) any other documents reasonably requested by Seller.

3.3. Seller Closing Deliveries. Subject to fulfillment or waiver of the conditions set forth in Article 9, at the Closing Seller shall deliver to Buyer all of the following:

- (a) a certificate of an officer of Seller, dated as of the Closing Date, certifying the matters set forth in Sections 8.1 and 4.5(d);
- (b) a certificate of an officer of Seller, dated as of the Closing Date, certifying the resolutions of the board of directors or managers of Seller authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby;
- (c) the Assignment, duly executed on behalf of Seller;
- (d) an opinion of Seller's FCC counsel, dated as of the Closing Date, substantially in the form of Schedule 3.3(d) attached hereto;
- (e) instructions to release the Deposit Fund to Seller as set forth in Section 2.3; and
- (f) assignment to Buyer of the Lease between Seller and Spectrum Tracking, Inc.
- (g) any other documents reasonably requested by Buyer.

3.4. Payment of Transfer Taxes. Seller shall pay or cause to be paid at the Closing or, if due thereafter, promptly when due, all gross receipts taxes, gains taxes (including real property gains tax or other similar taxes), transfer taxes, sales taxes, stamp taxes, and any other taxes, but excluding any Federal, State or local income taxes, payable in connection with the assignment of the Partitioned License pursuant hereto.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

4.1. Organization of Seller. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

4.2. Authority of Seller. Seller has full power and authority to own, lease and operate its properties with respect to the License and to carry on its business with respect to the License as now being conducted. Seller has full power and authority to partition the License and assign the Partitioned License and to execute, deliver and perform this Agreement and any agreement, document or instrument executed and delivered pursuant to this Agreement or in connection with this Agreement (any such agreement, document or instrument, an "**Ancillary Document**"). The partition of the License and the execution, delivery and performance of this Agreement and each Ancillary Document by Seller have been duly authorized and approved by all necessary action of Seller (including any director or shareholder or manager or member of Seller). This Agreement and each Ancillary Document are the legal, valid and binding obligations of Seller, enforceable

against Seller in accordance with their respective terms, except for the effect thereon of any applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally, and general principles of equity.

4.3. No Conflicts. Except for the FCC Partial Assignment of License Consent and except as set forth in Schedule 4.3, none of the execution of this Agreement or any Ancillary Document, the delivery of this Agreement or any Ancillary Document, or the consummation of any of the transactions contemplated hereby or thereby or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will (i) result in the creation or imposition of any Encumbrance upon the Partitioned License or, (ii) violate or conflict with, with or without notice or lapse of time or both, result in a breach of the terms, conditions or provisions of, with or without notice or lapse of time or both, constitute a default, an event of default or an event creating rights of acceleration, termination, modification or cancellation of or a loss of rights under, or require any notice to, order, authorization or approval of, registration, declaration or filing with or consent (each of the effects specified in the foregoing clauses (i) and (ii), collectively, the “**Defaults**”) under: (A) any note or indenture, or any material instrument, agreement, contract, mortgage, lease, license, franchise, or permit to which Seller is a party or the Partitioned License is subject or by which Seller is bound; (B) any Court Order to which Seller is a party or the Partitioned License is subject or by which Seller is bound; (C) any applicable Law; or (D) the bylaws or Articles of Organization or operating agreement of Seller.

4.4. No Violation of Law. Seller has complied in all material respects with all Laws which are applicable to the License or to Seller’s ownership, operation and holding thereof.

4.5. FCC Matters.

(a) The License is validly held in the name of Seller. Seller is, and on the Closing Date will be, the exclusive authorized, legal holder of the License. Except for the FCC Partial Assignment of License Consent, the License authorizes, without further consent or authorization from the FCC, the construction and operation of AMTS systems on such Channel Block and AMTS area as indicated on Exhibit A hereto. The License is valid and in full force and effect without condition, except those conditions stated on the License and except conditions applicable to holders of AMTS spectrum licenses generally and is unimpaired by any acts or omissions of Seller or its Affiliates. All reports and other documents required to be filed by Seller and its Affiliates with the FCC and with state regulatory authorities related to the License have been filed. All such reports and documents are true and correct in all material respects. No application, action or proceeding is pending for the renewal or modification of the License, and, except as set forth in Schedule 4.5(a) no application, complaint, action or proceeding is pending or, to Seller’s knowledge, threatened that may result in (a) the revocation, modification, non-renewal or suspension of the License, (b) the issuance of a cease-and-desist order, (c) the imposition of any administrative or judicial sanction with respect to Seller’s ownership, operation and holding of the License, or (d) the denial of an application for renewal. Seller has no knowledge of any facts, conditions or events relating to Seller or the License that would reasonably be expected to cause the FCC to deny the partial assignment of the License as provided for in this Agreement.

(b) At the time of the application for the issuance of the License, Seller was eligible, and remains eligible, to hold AMTS spectrum licenses. All payments and fees of Seller and any of its Affiliates due and payable at or prior to the Closing Date to any Governmental Authority pursuant to or in connection with the License, including any Unjust Enrichment Payments due in connection with the Transaction, have been or will be paid on or prior to Closing. Subject to obtaining the FCC Partial Assignment of License Consent, and to the accuracy of Buyer's representation and warranty in Section 5.4, Seller has, and on the Closing Date will have, the right, power and authority under applicable Law to assign the Partitioned License to Buyer.

(c) Except as set forth in Schedule 2.1 and except for restrictions that are generally applicable to AMTS spectrum licenses pursuant to the Communications Act of 1934, as amended (the "**Communications Act**") and the FCC's rules, the License is not subject to any Encumbrance.

(d) Except for the channel loading agreement with Eagle Communications, or otherwise as set forth in Schedule 2.1, Seller is not a party to or bound by, and the Partitioned License is not subject to, any cost-sharing agreements, arrangements or undertakings with respect to the spectrum covered by the Partitioned License that would reasonably be expected to have an adverse effect on Seller's ability to consummate the Transaction or to fulfill Seller's obligations under this Agreement, or that could impose any cost or obligation on Buyer or any other holder of the Partitioned License.

4.6. No Finder Fees. Except for Spectrum Bridge's commission paid by Seller, as set forth in Schedule 4.6, and routine commissions paid to Seller's employees, no broker or finder has acted on behalf of Seller in connection with the transactions contemplated hereby, and no Person engaged by Seller is entitled to a broker's, finder's or similar fee in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

4.7. Disclosure. No representation or warranty made by Seller in this Agreement or any Ancillary Document contains any untrue statement or omits to state a material fact necessary to make any of them not misleading.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1. Organization of Buyer. Buyer is a Joint Exercise of Powers Agency created under California Government Code Section 6500 et seq.

5.2. Authority of Buyer. Buyer has full power and authority to execute, deliver and perform this Agreement and any Ancillary Document. The execution, delivery and performance of this Agreement and each Ancillary Document have been duly authorized and approved by all necessary action of Buyer (including the board of directors of Buyer). This Agreement and each Ancillary Document are the legal, valid and binding agreements of Buyer, enforceable against

Buyer in accordance with their respective terms, except for the effect thereon of any applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally, and general principles of equity.

5.3. No Conflicts. Except for the FCC Partial Assignment of License Consent, neither the execution or delivery of this Agreement or any Ancillary Document, nor the consummation of any of the transactions contemplated hereby or thereby or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will (i) result in the creation or imposition of any Encumbrance upon the Partitioned License, or (ii) violate or conflict with, with or without notice or lapse of time or both result in a breach of the terms, conditions or provisions of, or with or without notice or lapse of time or both constitute a default, an event of default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under, or require any notice to, order, authorization or approval of, registration, declaration or filing with or consent under: (A) any note or indenture or material instrument, agreement, contract, mortgage, lease, license, franchise or permit to which Buyer is a party or by which Buyer is bound; (B) any Court Order to which Buyer is a party or by which Buyer is bound; (C) any applicable Law; or (D) the organizational documents of Buyer.

5.4. Qualification. Buyer is legally qualified to be an FCC licensee generally and specifically with regard to the Partitioned License, and to Buyer's knowledge, to receive any authorization or approval from any state or local regulatory authority necessary for it to acquire, own and hold the Partitioned License.

5.5. Disclosure. No representation or warranty made by Buyer in this Agreement or any Ancillary Document contains any untrue statement or omits to state a material fact necessary to make any of them not misleading.

ARTICLE 6

COVENANTS

The parties hereto covenant and agree to take the following actions between the date hereof and the Closing Date:

6.1. Preserve Accuracy of Representations and Warranties. Each of the parties hereto (a) shall refrain from taking any action that would render any of its representations or warranties contained in this Agreement inaccurate in any material respect at all times through the Closing Date and (b) shall use its commercially reasonable efforts to cause all of its representations and warranties in this Agreement to remain true and correct at all times through the Closing Date. Each party shall promptly notify the other in writing of (i) any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge any transaction contemplated by this Agreement, (ii) any development causing a breach of any of the representations and warranties of such party in Articles 4 or 5 hereof, as applicable, or (iii) any action, suit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced against such party which would have been disclosed in Articles 4 or 5 hereof, as applicable, if such action, suit, claim, proceeding or investigation had arisen prior to the date hereof. Notwithstanding the foregoing, no disclosure by any party pursuant to this Section 6.1

shall be deemed to amend or supplement this Agreement or to prevent or cure any misrepresentations, breach of warranty or breach of covenant herein.

6.2. Consents of Third Parties; Governmental Approvals.

(a) Consents. Buyer and Seller shall act diligently and use commercially reasonable efforts to secure at each party's own expense and as promptly as practicable, but in no event later than the Closing Date, all consents, approvals or waivers, in form and substance reasonably satisfactory to each party and from any party as necessary to avoid Defaults in connection with the consummation of the transactions contemplated hereby or otherwise required to be obtained to assign the Partitioned License to Buyer, to obtain the FCC Waiver, to obtain the FCC Partial Assignment of License Consent, or to otherwise satisfy the conditions set forth herein (the "**Consents**"); provided that Seller shall not make any agreement or understanding affecting the Partitioned License or Buyer as a condition for obtaining any such Consent, except with the prior written consent of Buyer. For the avoidance of doubt, "Consents" includes, but is not limited to, the FCC Partial Assignment of License Consent, subject to the FCC Waiver.

(b) FCC Consent.

(i) Each party hereto covenants and agrees to act diligently and use commercially reasonable efforts to obtain, as promptly as possible, the FCC Partial Assignment of License Consent, FCC Waiver Request and FCC Seller License Modification, and Final Orders of the FCC authorizing the FCC Partial Assignment of License Consent, and the Transaction in accordance with the terms of this Agreement. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Buyer, in cooperation with Seller, shall prepare and file appropriate applications with the FCC for the assignment of the Partitioned License to Buyer (the "**FCC Partial Assignment of License Application**"). In addition, each party hereto covenants and agrees to act diligently and use commercially reasonable efforts to obtain, if necessary in order to achieve the above, consents of other co-located or neighboring FCC AMTS licensees, to the FCC Partial Assignment of License Consent, FCC Waiver Request and FCC Seller License Modification.

(ii) FCC Partial Assignment of License Application and FCC Waiver Request. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Buyer, in consultation with Seller, shall prepare and file appropriate applications with the FCC for the assignment of the Partitioned License to Buyer (the "**FCC Partial Assignment of License Application**"), including the FCC Waiver Request. In the FCC Partial Assignment of License Application, Buyer and Seller shall each certify that they will independently satisfy the FCC's substantial service requirement for their partitioned areas, pursuant to 47 C.F.R. §80.60(d). Notwithstanding the FCC Waiver Request attached hereto, Buyer, after consultation with Seller, shall have the right to revise the FCC Waiver Request at any time (including via amendments thereto after filing) (A) in order to increase the likelihood of the FCC's grant of the FCC Waiver or (B) to achieve the reasonable suitability for the purpose intended by Buyer of the Partitioned License (including, but not limited to, changing the waivers requested or adding additional waivers as advised by the FCC or as reasonably determined as necessary by Buyer); provided,

however, that in either case, nothing herein (or elsewhere in this Agreement) shall obligate Buyer to revise the FCC Waiver Request. Except as revised by Buyer in accordance with the previous sentence or as mutually agreed to by the parties, the FCC Waiver Request shall not otherwise be revised or amended except as mutually agreed by the parties.

(iii) FCC Seller License Modification Application. Buyer shall prepare a form of the FCC Seller License Modification Application, addressing the matters in Exhibit E hereto, and provide such form to Seller for Seller's review and mutual approval. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Seller shall file with the FCC the approved form of the FCC Seller License Modification Application. Notwithstanding Buyer's approval of the form of FCC Seller License Modification Application, Buyer, after consultation with Seller, shall have the right to request revisions thereto at any time (including via amendments thereto after filing), and Seller shall make such revisions as requested by Buyer, provided, however, such requests for revisions shall be limited to revisions that (A) increase the likelihood of the FCC's grant of the FCC Seller License Modification Applications or (B) achieve the reasonable suitability for the purpose intended by Buyer of the Partitioned License (including, but not limited to, changes in engineering). Except as so requested by Buyer in accordance with the previous sentence or as mutually agreed to by the parties, the form of FCC Seller License Modification Application that Buyer has approved shall not otherwise be revised or amended.

(iv) Seller shall comply with the provisions of 47 C.F.R. §1.2111 concerning unjust enrichment and shall be responsible for making all payments due in connection with the Transaction pursuant to that regulation and/or pursuant to the FCC Partial Assignment of License Consent.

(v) Each party hereto shall (A) promptly deliver to the other parties hereto any notice or inquiry received by it from the FCC with respect to the Partitioned License, (B) cooperate with the other parties hereto in formulating a response to any such notice or inquiry, and (C) promptly file with the FCC a response to any such notice or inquiry that is reasonably acceptable to each party.

(vi) Seller shall prepare appropriate filings to relinquish to the FCC and cancel any and all incumbent Channel A Block site-specific station licenses for stations of which it or an Affiliate of Seller is the licensee or real party in interest that are located within the geographical area covered by the Partitioned License (the "**Incumbent Licenses**" as set forth in Schedule 6.2(b)(vi), and such filings, the "**Cancellation Filings**"). Seller shall deliver a copy of the Cancellation Filings to Buyer no later than five (5) Business Days prior to the Closing for Buyer's approval. After obtaining Buyer's written approval of such Cancellation Filings, Seller shall file the Cancellation Filings with the FCC before Closing so as to permit the cancellation of the Incumbent Licenses to be effective at Closing; provided, however, in the event the FCC requests that the Cancellation Filings be filed earlier (e.g., in connection with the FCC's review of the FCC Station License Applications), then Seller shall immediately file the Cancellation Filings with the FCC.

6.3. Cooperation. Each party shall furnish to the other parties all information concerning such party and its Affiliates reasonably required for inclusion in any application or filing to be made by Buyer or Seller or any other party in accordance with this Agreement or to ensure compliance with applicable Law.

6.4. Operations Prior to the Closing Date. At all times prior to the Closing, Seller shall keep and maintain the License current and in good standing. Seller shall comply in all material respects with all Laws relating to the License or its use. Seller shall retain control of the Partitioned License at all times prior to the Closing. Seller shall not: (a) take or permit to be taken any action to adversely affect, impair or subject to forfeiture or cancellation the License; or (b) take or agree to take any other action inconsistent with the consummation of the transactions contemplated by this Agreement. Without limiting the foregoing, Seller shall not incur any material obligation or liability, absolute or contingent, relating to or affecting the License or its use, except in the ordinary course of business.

ARTICLE 7

REASONABLE EFFORTS

Subject to the terms and conditions hereof, each of the parties hereto agrees to act diligently and use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to cause the Closing to occur and to consummate and make effective the transactions contemplated by this Agreement and achieve, as promptly as practicable, the FCC Partial Assignment of License Consent, subject to the FCC Waiver, and FCC Seller License Modification Consent, as a Final Orders, including executing and delivering or causing to be executed and delivered such other documents, instruments, certificates and agreements as may be reasonably requested by another party hereto, and obtaining if necessary consents of other FCC licensees.

ARTICLE 8

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

The obligation of Buyer to perform its obligations under this Agreement to be performed at Closing shall be, at the option of Buyer, subject to the satisfaction of the conditions set forth below on or prior to the Closing Date. These conditions are for Buyer's sole benefit and may be waived by Buyer (except the requirement of FCC Consent) at any time in its sole discretion.

8.1. No Misrepresentation or Breach of Covenants and Warranties. The representations and warranties of Seller contained or referred to herein shall be true and correct in all material respects as of the Closing as though made at and as of such time, except to the extent they are specifically made as of another date, in which case they shall be true and correct in all material respects as of such date, and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Seller prior to or at the Closing.

8.2. No Restraint or Litigation. There shall not be in effect on the date on which the Closing is to occur any judgment, decree, order or other prohibition of the FCC or a court of competent jurisdiction having the force of law that would prevent the Closing or the consummation of the transactions contemplated hereby.

8.3. Receipt of Consents. The FCC Partial Assignment of License Consent shall have been obtained, and unless waived by Buyer, shall include the FCC Waiver and shall be a Final Order. The FCC Seller Modification of License Consent shall have been obtained, and shall be a Final Order.

8.4. Incumbent Licenses and Leases. The Incumbent Licenses shall have been cancelled by the FCC pursuant to the Cancellation Filings, and Seller shall have terminated its lease agreement with Eagle Communications, Inc.

8.5. Acceptance of the Interference Condition. The Seller shall have accepted the Interference Condition, and also agreed that in connection with any further sale by Seller of any remainder of the license for Station WQGF 318 (inside or outside of the geographic area described in Exhibit A hereto), any definitive agreement for the sale of that license shall contain a provision obligating the buyer of that license to accept the Interference Condition.

8.6. Unjust Enrichment Payments. Seller shall have made any Unjust Enrichment Payments.

8.7. Delivery of Consents. Seller shall have delivered the Consents.

8.8. Closing Deliveries. Seller shall have delivered to Buyer each of the deliveries set forth in Section 3.3 hereof.

ARTICLE 9

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

The obligation of Seller to perform its obligations under this Agreement to be performed at Closing shall be, at the option of Seller, subject to the satisfaction of the conditions set forth below on or prior to the Closing Date. These conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion.

9.1. No Misrepresentation or Breach of Covenants and Warranties. The representations and warranties of Buyer contained or referred to herein shall be true and correct in all material respects as of the Closing as though made at and as of such time, except to the extent they are specifically made as of another date, in which case they shall be true and correct in all material respects as of such date, and Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Buyer prior to or at the Closing.

9.2. No Restraint or Litigation. There shall not be in effect on the date on which the Closing is to occur any judgment, decree, order or other prohibition of the FCC or a court of competent jurisdiction having the force of law that would prevent the Closing or the consummation of the transactions contemplated hereby.

9.3. FCC Consent. The FCC Partial Assignment of License Consent shall have been obtained.

9.4. Closing Deliveries. Buyer shall have delivered to Seller each of the deliveries set forth in Section 3.2 hereof.

ARTICLE 10

INDEMNIFICATION

10.1. Survival. All of the representations, warranties and covenants of the parties contained herein shall survive the Closing and shall continue in full force and effect until the one (1) year anniversary of the Closing Date. In addition, Seller's acceptance of the Interference Condition, as defined in Section 1.1 and set out in Exhibit D, and the obligation to ensure that any agreement for the sale of the remainder of the license for Station WQGF 318 contains a condition that the buyer accept the Interference Condition as provided in Section 8.5 hereof, shall survive indefinitely, after the closing of the transactions contemplated herein. The covenants to be performed in whole or in part after the Closing shall survive until performed in full. Notwithstanding the foregoing, if any claim for indemnification pursuant to this Article 10 with respect to a breach of the representations, warranties or covenants contained herein is made on or before the end of any such applicable period, such representations, warranties or covenants shall be deemed to survive with respect to the matter claimed as of the end of such period until resolved as provided herein.

10.2. Indemnification by Seller. After the Closing, Seller agrees to indemnify and hold Buyer, its Member Agencies, and their officers, directors, employees and agents (collectively "indemnitees") harmless against and with respect to, and shall reimburse Indemnitees for (a) any and all Losses and Expenses resulting from any breach of any representation or warranty by Seller or the nonfulfillment of any covenant to be performed by Seller contained in this Agreement or in any Ancillary Document, including in particular, any claim that the License was not validly obtained or held by Seller, (b) any Pre-Closing Claim, and (c) any claims asserted against Indemnitees for any brokerage fees, finders' fees, commissions or otherwise by any broker, finder or agent purporting to act or to have acted for or on behalf of Seller in connection with the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, no Seller will be required to indemnify, and will not otherwise be liable to, Indemnitees with respect to any Losses or Expenses arising under this Section 10.2 with respect to any breach of the representations and warranties of Seller set forth herein unless an Indemnatee gives Seller written notice of such claim pursuant to Section 10.4 on or prior to the expiration of the period for bringing such claim set forth in Section 10.1 hereof.

10.3. Procedure for Indemnification.

(a) The party claiming indemnification (the "**Claimant**") shall promptly give notice to the party from which indemnification is claimed (the "**Indemnifying Party**") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim and the amount thereof (if known and quantifiable); provided,

however, that the failure to give such notice shall not impair the Claimant's rights hereunder unless the Indemnifying Party is materially prejudiced thereby.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized Representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim, subject to the terms hereof. If the Claimant and the Indemnifying Party do not agree within thirty (30) days following receipt of notice of the claim from the Claimant (or any mutually agreed upon extension thereof), the Claimant may seek an appropriate remedy.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall, at its own expense, defend any and all such claims, and shall at its own expense, pay all reasonable charges of attorneys and all other costs and other expenses incurred. If any judgment shall be rendered against the Claimant in any action associated with such a third party claim, the Indemnifying Party shall at its own expense satisfy and discharge it. The Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. The Claimant shall have the right to participate in the defense of such claim at its own expense; provided, however, that the Indemnifying Party shall pay the Claimant's Expenses if, in the reasonable judgment of Claimant's counsel, representation of both the Claimant and Indemnifying Party with respect to such claim would result in a conflict of interests or legal defenses and theories are available to Claimant that are not available to the Indemnifying Party.

ARTICLE 11

TERMINATION

11.1. Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated:

(a) by the mutual written consent of Seller and Buyer;

(b) by either Buyer or Seller upon written notice to the other, in the event that Buyer, in the case of a termination by Seller, or Seller, in the case of a termination by Buyer, has materially breached its representations, warranties, covenants or agreements contained in this Agreement and, if such breach is capable of being cured, failed to cure such breach within thirty (30) days of written notice by the terminating party of such breach; provided, however, that the terminating party is not itself in material breach of its representations, warranties, covenants or agreements contained herein;

(c) by either Buyer or Seller upon written notice to the other, if a court of competent jurisdiction shall have issued an order, decree or ruling permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;

(d) by Buyer upon written notice to Seller, at any time after the one year anniversary of the filing of the FCC Partitioned License Application, in the event that Final Orders of FCC consent to the Partial Assignment of License Application including the FCC Waiver, and the FCC Modification of License Application, are not obtained by that time.

11.2. Effect of Termination. In the event of termination of this Agreement by any party, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party (except for any liability of any party for any breach of this Agreement, in which case any non-breaching party shall have all rights and remedies available at law or in equity, subject to Section 11.3(a) hereof). Notwithstanding anything to the contrary contained herein, the provisions of Sections 2.3, 2.4, 11.2, 11.3, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.11, 12.12, 12.13, 12.14, and 12.15 shall expressly survive the expiration or termination of this Agreement.

11.3. Deposit Fund.

(a) If this Agreement is terminated by Seller pursuant to Section 11.1(b) and Buyer is in material breach of any of its representations, warranties, covenants, or agreements set forth in this Agreement, then Seller shall have the right to keep the Deposit Fund (less any interest that has accrued to the benefit of Buyer as set forth in Section 2.3) as liquidated damages (the “**Liquidated Damages Amount**”). It is understood and agreed that the Liquidated Damages Amount represents Buyer’s and Seller’s reasonable estimate of actual damages and does not constitute a penalty. The procedures for release of the Deposit Fund shall be as set forth in the separate Deposit Fund Escrow Agreement.

(b) If this agreement is terminated for any reason other than Buyer’s material breach of any of its representations, warranties, covenants, or agreements set forth in this Agreement, then Buyer shall be entitled to a return of the full amount of the Deposit Fund. The procedures for release of the Deposit Fund shall be as set forth in the separate Deposit Fund Escrow Agreement.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, it is understood and agreed by the parties hereto that:

(i) Seller’s sole and exclusive remedy for any breach of this Agreement by Buyer at or prior to the Closing, including any failure of, or refusal by, Buyer to pay the Purchase Price for any reason whatsoever, shall be to terminate this Agreement pursuant to Section 11.1(b), and to seek liquidated damages as provided for in this Section 11.3(a);

(ii) none of Seller or its Affiliates shall pursue any other remedies or actions, at law or in equity, and hereby waive any and all other remedies against Buyer (and its Affiliates) in respect thereof; and

(iii) None of Buyer’s or its Member Agency’s former, current

or future managers, directors, officers, or agents shall have any liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

(c) If this Agreement is terminated pursuant to Section 11.1 hereof, then the Deposit Fund shall be released to Buyer or Seller as appropriate in accordance with the procedures set forth in the Deposit Fund Escrow Agreement.

(d) In the event of a dispute between the parties with respect to the Deposit Fund (and no other disputes pursuant to this Agreement), the dispute shall be submitted to binding arbitration in accordance with the procedures set forth in the Deposit Fund Escrow Agreement.

ARTICLE 12

GENERAL PROVISIONS

12.1. Confidential Nature of Information. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, this Agreement, and any written communication between the parties, shall be available to the public. If Seller believes any communication contains trade secrets or other proprietary information that the Seller believes would cause substantial injury to the Seller's competitive position if disclosed, the Seller shall request that the Buyer withhold from disclosure the proprietary information by marking such proprietary information as confidential. If Seller requests that the Buyer withhold from disclosure information identified as confidential, and the Buyer complies with the Seller's request, Seller shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the Buyer from and against all damages (including but not limited to Legal Counsel fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of Seller's information. Seller shall not make a claim, sue, or maintain any legal action against the Buyer or its directors, officers, employees, or agents concerning the withholding from disclosure of Seller information. If Seller does not request that the Buyer withhold from disclosure information identified as confidential, the Buyer shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the Seller.

12.2. No Public Announcement. No party shall, without the approval of the other, make any press release or other public announcement for any commercial purpose, including but not limited to advertising, promotion, or public relations, concerning this Agreement and the transactions contemplated by this Agreement, without the other party's written consent ; provided, that the foregoing shall not preclude communications or disclosures necessary (i) to implement the provisions of this Agreement, including communications with vendors and suppliers in the regular course of business, or (ii) to comply with accounting or Securities and Exchange Commission disclosure obligations, applicable FCC disclosure obligations, including in connection with obtaining the FCC Partial Assignment of License Consent, by a party or any of its Affiliates, or to the extent that any such party shall be otherwise obligated by law.

12.3. Notices. All notices, certifications, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if mailed, by certified mail, first class postage prepaid, or if delivered personally, or if sent by facsimile, with transmission confirmed by telephone:

If to Seller:

Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
Attention: John Reardon, CEO
Telephone: (703) 779-6555
Facsimile: (703) 548-4399

If to Buyer:

Southern California Regional Rail Authority/MetroLink
Attention: CEO
700 South Flower Street, Suite 2600
Los Angeles, California 90017
Telephone: (213) 452-0200
Facsimile: (213) 452-0429

With a copy to (which shall not constitute notice):

Helen Parker, Esq.
General Counsel
c/o Olga Yero, Board Secretary
SCRRA/MetroLink
700 S. Flower St. Suite 2600
Los Angeles, CA 90017

and:

Paul J. Feldman, Esq.
Fletcher Heald and Hildreth, PLC
1300 N. 17th Street,
11th Floor
Arlington, Virginia 22209
Telephone: (703) 812-0403
Facsimile: (703) 812-0486

or to such other address or addresses as may hereafter be specified by notice given by any of the above to the others. Notices given by United States certified mail as aforesaid shall be effective on the third Business Day following the day on which they were deposited in the mail. Notices delivered in person shall be effective upon delivery. Notices given by facsimile shall be

effective when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a Business Day during regular business hours of the receiving party.

12.4. Successors and Assigns.

(a) The rights of any party under this Agreement shall be assignable by such party hereto prior to the Closing with the prior written consent of the other, which shall not be unreasonably withheld; provided, however, that notwithstanding such assignment, the assigning party (Buyer or Seller) shall not be released from any liabilities or obligations hereunder, and such assignment shall not cause a delay in the receipt of the FCC Partial Assignment of License Consent.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person, other than the parties and their successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

12.5. Entire Agreement; Amendments. This Agreement and the Schedules and Exhibits referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements and understandings between the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

12.6. Waivers. Any failure of either Buyer or Seller to comply with any obligation, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.7. Fees and Expenses. The parties hereto will share equally any and all filing fees associated with obtaining the FCC Partial Assignment of License Consent. Any regulatory fees with respect to the Partitioned License relating to the period prior to the Closing Date shall be the sole responsibility of Seller. Except as otherwise provided herein, each party hereto will pay all of its own costs and expenses incident to its negotiation and preparation of this Agreement and the consummation of the Transactions, including the fees, expenses and disbursements of its counsel and advisors.

12.8. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof; provided, however, that if the removal of such offending term or provision materially alters the burdens or benefits of any of the parties under this Agreement, the parties agree to negotiate in good faith such modifications

to this Agreement as are appropriate to ensure the burdens and benefits of each party under such modified Agreement are reasonably comparable to the burdens and benefits originally contemplated and expected.

12.9. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto.

12.10. Further Assurances. Following the Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, such other instruments of conveyance and transfer as Buyer may from time to time reasonably request or as may be otherwise necessary to more effectively convey and transfer the Partitioned License to Buyer, to vest title to the Partitioned License in Buyer, and to put Buyer in possession of any part of the Partitioned License.

12.11. No Third-Party Beneficiary. With the exception of the parties to this Agreement and their permitted successors, brokers, employees and assigns, there shall exist no right of any Person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

12.12. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California, without regard to choice of law principles.

12.13. Exclusive Jurisdiction; Venue.

(a) Each of the parties hereto hereby consents to the exclusive jurisdiction of the federal and state courts of Los Angeles County, in the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this Agreement or any of the transactions contemplated hereby or thereby, including, without limitation, any proceeding relating to ancillary measures in aid of arbitration, provisional remedies and interim relief, or any proceeding to enforce any arbitral decision or award.

(b) Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than the federal and state courts located in the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, and covenants that it shall not seek in any manner to resolve any dispute other than as set forth in this Section 12.13 or to challenge or set aside any decision, award or judgment obtained in accordance with the provisions hereof.

(c) Each of the parties hereto hereby expressly waives any and all objections it may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts.

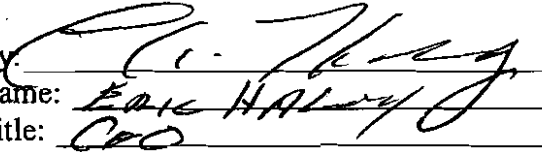
12.14. Headings. Subject headings are included for convenience only and shall not affect the interpretation of any provisions of this Agreement.

12.15. Specific Performance. Seller acknowledges that irreparable damages would occur if any of the provisions of this Agreement related to Seller's obligations were not performed by Seller in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained herein, Buyer shall be entitled to an injunction or injunctions to prevent breaches by Seller of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, in addition to any other remedy to which Buyer is entitled at law or in equity. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law and the requirement that Buyer post a bond. The parties acknowledge and agree that neither Seller nor any of its Affiliates shall have the right to specific performance, injunctive or equitable relief against Buyer or any Affiliate of Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Partitioned License Purchase Agreement to be executed as of the day and year first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY/METROLINK

By: 
Name: Eric Halvey
Title: CEO

MARITIME COMMUNICATIONS/LAND
MOBILE, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Partitioned License Purchase Agreement to be executed as of the day and year first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY/METROLINK

By: _____
Name: _____
Title: _____

MARITIME COMMUNICATIONS/LAND
MOBILE, LLC

By: Sandra DePina
Name: Sandra DePina
Title: President

SCHEDULE 2.1**Encumbrances**

Name	FCC Call Sign	Center Frequency	Bandwidth (center frequency)	Usage: (Base/Mobile Transmit or Receive or both)	Transmit Power	Lease Expiration date/term
Spectrum Tracking Inc.		219.93 MHz 219.96 MHz 219.99 MHz	30 kHz each	Both	100 mW intermittent	12/31/11 with one year renewal option of lessee
Eagle Communications Inc.	KAE889	217.5500 217.5875 217.7125 217.7500 217.7625 217.8000 217.8500 217.9250	12.5 kHz	Both	50 w	90 days written notice by Licensee

SCHEDULE 3.2(c)

Form of Instrument of Assignment

INSTRUMENT OF ASSIGNMENT dated as of _____, 2010, by Maritime Communications/Land Mobile, LLC, 6200 Hwy. 62 East, Bldg. 2501 Suite 275, Jeffersonville, Indiana (“Seller”) in favor of Southern California Regional Rail Authority/Metrolink, 700 South Flower Street, Suite 2600, Los Angeles, California 90017 (“Buyer”). Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into a certain Partitioned License Purchase Agreement dated as of January, ____ 2010, (the “Purchase Agreement”) pursuant to which Seller has agreed to convey to Buyer the Partitioned License.

1. Assignment. Pursuant to Section 2.1 of the Purchase Agreement for valuable consideration paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound, does hereby sell, assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of Seller’s rights, title and interest in and to the Partitioned License, free and clear of all Encumbrances, except as provided in Schedule 2.1 of the Purchase Agreement.

2. Terms of Purchase Agreement Control. Nothing contained in this Instrument of Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expend, enlarge or in any way effect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications of Seller or Buyer set forth in the Purchase Agreement, and this Instrument of Assignment shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Miscellaneous. This Instrument of Assignment (i) is executed pursuant to the Purchase Agreement and may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (ii) shall be governed by and in accordance with the laws of the State of California, without regard to the principles of conflicts of law thereof and (iii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Instrument of Assignment to be executed and delivered as of this ____ day of _____, 2010.

MARITIME COMMUNICATIONS/LAND
MOBILE, LLC

By: _____
Name: _____
Title: _____

Accepted by:

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY/METROLINK

By: _____
Name: _____
Title: _____

SCHEDULE 3.3(d)

Form of Legal Opinion of Seller's FCC Counsel

1. Seller holds the AMTS authorizations described on Exhibit A hereto, which authorize Seller to utilize AMTS spectrum in the respective market areas shown on Exhibit A. To our knowledge, the Partitioned License is in full force and effect.
2. To our knowledge, except for those affecting the industry generally and except as set forth in Attachment A to this Schedule, there are no proceedings pending or threatened in writing under the Communications Laws against Seller by or before the FCC which seek the revocation, non-renewal, or material adverse modification of the Partitioned License.
3. The FCC has granted the FCC Partial Assignment of License Consent (as such term is defined in the Partitioned License Purchase Agreement between Maritime Communications/Land Mobile, LLC and Southern California Regional Rail Authority.
4. To our knowledge, other than proceeding(s) listed on Exhibit A hereto, there is no proceeding pending or threatened in writing against Seller by or before the FCC or a court that seeks a stay of the FCC Partial Assignment of License Consent or any aspect thereof.